

PART 8

BOND FORMS

WASHINGTON STATE FERRIES

M.V. ELWHA

PROPULSION CONTROL SYSTEM REPLACEMENT

CONTRACT NO. 00-7171

PROPOSAL BOND

WASHINGTON STATE FERRIES

M.V. ELWHA PROPULSION CONTROL SYSTEM REPLACEMENT CONTRACT NO. 00-7171

PROPOSAL BOND

1 KNOW ALL PERSONS BY THESE PRESENTS, That we,
2 _____, as Principal (the
3 "Principal"), and {_____, a
4 corporation duly organized under the laws of the State of _____ and
5 authorized to do business in the State of Washington, as Surety} (the "Surety")¹, are jointly
6 and severally held and firmly bound unto Washington State Ferries, a division of the State of
7 Washington Department of Transportation (hereinafter called "WSF"), as Obligee, in the
8 penal sum of **Five Percent (5%) of the Principal's Total Proposal Price for Award** for the
9 work hereinafter described, for the payment of which we jointly and severally bind
10 ourselves, our heirs, executors, administrators, successors and assigns, firmly by these
11 presents.

12
13 The condition of this Bond is such that:

14
15 **WHEREAS**, the Principal herein is herewith submitting its proposal to WSF for the
16 work to be performed pursuant to the project Request For Proposals ("RFP") Package and the
17 M.V. ELWHA PROPULSION CONTROL SYSTEM REPLACEMENT CONTRACT
18 NO. 00-7171 (the "Contract"), all now by this reference incorporated herein; and all
19 capitalized terms used but not defined herein to be as defined in the Contract;

20
21 **NOW, THEREFORE**, if WSF accepts the Principal's proposal and awards the
22 Contract to the Principal, and if the Principal shall duly execute and enter into the Contract,
23 and shall obtain/deliver the insurance, Contract security, signed Contract and other
24 documentation required by the RFP, all within the time specified in the RFP Package, then
25 this obligation shall be null and void; otherwise it shall remain and be in full force and effect,
26 and the full amount of this Bond shall be subject to forfeiture pursuant to the RFP and the
27 laws of the State of Washington.

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¹ If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

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Signed this _____ day of _____, 2006.

Principal: _____

By: _____
(Name)

Title: _____

Address: _____

Surety: _____

By: _____
(Name)

Title: _____

Address: _____

WASHINGTON STATE FERRIES

M.V. ELWHA

PROPULSION CONTROL SYSTEM REPLACEMENT

CONTRACT NO. 00-7171

CONTRACT BOND

WASHINGTON STATE FERRIES

M.V. ELWHA PROPULSION CONTROL SYSTEM REPLACEMENT CONTRACT NO. 00-7171

CONTRACT BOND

1 KNOW ALL PERSONS BY THESE PRESENTS, That we,
2 _____, as Principal (the "Principal"), and
3 { _____, a corporation duly organized under the
4 laws of the State of _____, and authorized to do business in the State
5 of Washington, as Surety} (the "Surety")², are jointly and severally held and firmly bound
6 unto Washington State Ferries, a division of the Washington State Department of
7 Transportation (hereinafter called "WSF"), as Obligee, in the penal sum of
8 _____ **Dollars**
9 (\$ _____) for the payment of which we jointly and severally bind
10 ourselves, our heirs, executors, administrators, successors and assigns, firmly by these
11 presents.

12
13 The condition of this Bond is such that:

14
15 **WHEREAS**, on the ____ day of _____, 2006, the Principal, signed a
16 certain WSF Contract titled M.V. ELWHA PROPULSION CONTROL SYSTEM
17 REPLACEMENT CONTRACT NO. 00-7171 (the "Contract"); and all capitalized terms
18 used but not defined herein to be as defined in the Contract; and

19
20 **WHEREAS**, by the terms, conditions and provisions of the Contract, the Principal
21 agreed to: (i) provide all labor, furnish all tools, materials and equipment for the Contract
22 Work; (ii) complete the design, manufacturing, delivery, installation support, testing and
23 other specified work for the Propulsion Control System (PCS), Spare Parts and Special
24 Tools; and (iii) perform such other work as may be required by the Contract Documents (all
25 of which Contract Documents are by this reference incorporated herein); and
26

² If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

1 **WHEREAS**, subject to the Contract Security provisions of the Contract, this Bond
2 shall cover all of the Contract Work, including Contract Work ordered pursuant to Change
3 Orders.
4

5 **NOW, THEREFORE**, if the Principal herein shall fully and faithfully observe and
6 comply with all the terms, conditions and provisions of the Contract in all respects, and shall
7 fully and faithfully perform the Contract Work according to law and the terms of the
8 Contract Documents, and shall indemnify the State of Washington and WSF against any
9 damages that shall be suffered or claimed arising out of the Principal's performance of the
10 Contract, and shall pay all laborers, mechanics, subcontractors, agents and materialmen, and
11 all persons who shall supply the Principal with provisions and supplies for carrying on such
12 Contract, then this obligation to be void, otherwise to remain in full force and effect;
13 **Provided** that after delivery of the PCS, liability hereunder for defects in material and
14 workmanship for the PCS: (i) shall be limited to the Correction Period for the PCS, plus any
15 contractual warranty coverage in excess thereof; and (ii) shall not exceed ten percent (10%)
16 of the amount herein set forth as the penal sum of this Bond.
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18 Signed this _____ day of _____, 2006.
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22 Principal: _____
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24 By: _____
25

26 (Name)

27 Title: _____
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29 Address: _____
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33 Surety: _____
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35 By: _____
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37 (Name)

38 Title: _____
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40 Address: _____

WASHINGTON STATE FERRIES

M.V. ELWHA

PROPULSION CONTROL SYSTEM REPLACEMENT

CONTRACT NO. 00-7171

PERFORMANCE BOND

WASHINGTON STATE FERRIES

M.V. ELWHA PROPULSION CONTROL SYSTEM REPLACEMENT CONTRACT NO. 00-7171

PERFORMANCE BOND

1 KNOW ALL PERSONS BY THESE PRESENTS, That we,
2 _____, as Principal (the "Principal"), and
3 { _____, a corporation duly organized under
4 the laws of the State of _____, and authorized to do business in the State of
5 Washington, as Surety } (the "Surety")³, are jointly and severally held and firmly bound unto
6 Washington State Ferries, a division of the Washington State Department of Transportation
7 (hereinafter called "WSF"), as Obligee, in the penal sum of
8 _____ **Dollars**
9 (\$ _____) for the payment of which we jointly and severally bind
10 ourselves, our heirs, executors, administrators, successors and assigns, firmly by these
11 presents.

12
13
14 The condition of this Bond is such that:

15
16 **WHEREAS**, on the ____ day of _____, 2006, the Principal signed a
17 certain WSF Contract titled M.V. ELWHA PROPULSION CONTROL SYSTEM
18 REPLACEMENT CONTRACT NO. 00-7171 (the "Contract"); and all capitalized terms
19 used but not defined herein to be as defined in the Contract; and
20

21 **WHEREAS**, by the terms, conditions and provisions of the Contract, the Principal
22 agreed to: (i) provide all labor, furnish all tools, materials and equipment for the Contract
23 Work; (ii) complete the design, manufacturing, delivery, installation support, testing and
24 other specified work for the Propulsion Control System (PCS), Spare Parts and Special
25 Tools; and (iii) perform such other work as may be required by the Contract Documents (all
26 of which Contract Documents are by this reference incorporated herein); and
27

28 **WHEREAS**, subject to the Contract Security provisions of the Contract, this Bond
29 shall cover all of the Contract Work, including Contract Work ordered pursuant to Change
30 Orders;

³ If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

1
2 **NOW, THEREFORE**, if the Principal herein shall fully and faithfully observe and
3 comply with all the terms, conditions and provisions of the Contract in all respects, and shall
4 fully and faithfully perform the Contract Work according to law and the terms of the
5 Contract Documents, and shall indemnify the State of Washington and WSF against any
6 damages that shall be suffered or claimed arising out of the Principal's performance of the
7 Contract, then this obligation to be void, otherwise to remain in full force and effect;
8 **Provided** that after delivery of the PCS, liability hereunder for defects in material and
9 workmanship for the PCS: (i) shall be limited to the Correction Period for the PCS, plus any
10 contractual warranty coverage in excess thereof; and (ii) shall not exceed ten percent (10%)
11 of the amount herein set forth as the penal sum of this Bond.
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16 Signed this _____ day of _____, 2006.
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21 Principal: _____
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23 By: _____
24

25 (Name)

26 Title: _____
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27 Address: _____
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29 _____
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32 Surety: _____
33

34 By: _____
35

36 (Name)

37 Title: _____
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38 Address: _____
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39 _____

WASHINGTON STATE FERRIES

M.V. ELWHA

PROPULSION CONTROL SYSTEM REPLACEMENT

CONTRACT NO. 00-7171

PAYMENT BOND

WASHINGTON STATE FERRIES

M.V. ELWHA PROPULSION CONTROL SYSTEM REPLACEMENT CONTRACT NO. 00-7171

PAYMENT BOND

1 KNOW ALL PERSONS BY THESE PRESENTS, That we,
2 _____, as Principal (the
3 "Principal"), and { _____, a corporation duly
4 organized under the laws of the State of _____, and authorized to do
5 business in the State of Washington, as Surety} (the "Surety")⁴, are jointly and severally held
6 and firmly bound unto Washington State Ferries, a division of the Washington State
7 Department of Transportation (hereinafter called "WSF"), as Obligee, in the penal sum of
8 _____ **Dollars**
9 (\$ _____) for the payment of which we jointly and severally bind
10 ourselves, our heirs, executors, administrators, successors and assigns, firmly by these
11 presents.

12
13
14 The condition of this Bond is such that:

15
16 **WHEREAS**, on the ____ day of _____, 2006, the Principal signed a
17 certain WSF Contract titled M.V. ELWHA PROPULSION CONTROL SYSTEM
18 REPLACEMENT CONTRACT NO. 00-7171 (the "Contract"); and all capitalized terms
19 used but not defined herein to be as defined in the Contract; and
20

21 **WHEREAS**, by the terms, conditions and provisions of the Contract, the Principal
22 agreed to: (i) provide all labor, furnish all tools, materials and equipment for the Contract
23 Work; (ii) complete the design, manufacturing, delivery, installation support, testing and
24 other specified work for the Propulsion Control System (PCS), Spare Parts and Special
25 Tools; and (iii) perform such other work as may be required by the Contract Documents (all
26 of which Contract Documents are by this reference incorporated herein); and
27

28 **WHEREAS**, subject to the Contract Security provisions of the Contract, this Bond
29 shall cover all of the Contract Work, including Contract Work ordered pursuant to Change
30 Orders;

⁴ If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

1
2 **NOW, THEREFORE**, if the Principal herein shall pay all laborers, mechanics,
3 subcontractors, agents and materialmen, and all persons who shall supply the Principal with
4 provisions and supplies for carrying out the Contract Work, then this obligation shall be
5 void; otherwise to remain in full force and effect.
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9 Signed this _____ day of _____, 2006.
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14 Principal: _____
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16 By: _____
17 (Name)
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19 Title: _____

20 Address: _____
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25 Surety: _____
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27 By: _____
28 (Name)
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30 Title: _____

31 Address: _____
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